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United States Bankruptcy Court Eastern District of Pennsylvania

In re: Case No. 22-11226-amc

Andrew C. Boney Chapter 13

Debtor

**CERTIFICATE OF NOTICE** 

District/off: 0313-2 User: admin Page 1 of 1
Date Rcvd: Feb 15, 2024 Form ID: pdf900 Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 17, 2024:

Recipi ID Recipient Name and Address

db Andrew C. Boney, 7344 Swagger Road, Point Pleasant, PA 18950

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

#### BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

### **NOTICE CERTIFICATION**

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Feb 17, 2024 Signature: /s/Gustava Winters

#### CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 15, 2024 at the address(es) listed below:

Name Email Address

AKEEM J. PARSONS

on behalf of Debtor Andrew C. Boney akeemparsonsesq@gmail.com aparsons@spearwilderman.com

DENISE ELIZABETH CARLON

on behalf of Creditor NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER bkgroup@kmllawgroup.com

KENNETH E. WEST

ecfemails@ph13trustee.com philaecf@gmail.com

KENNETH E. WEST

on behalf of Trustee KENNETH E. WEST ecfemails@ph13trustee.com philaecf@gmail.com

MARK A. CRONIN

on behalf of Creditor Nationstar Mortgage LLC bkgroup@kmllawgroup.com

MARK A. CRONIN

on behalf of Creditor Community Loan Servicing LLC, a Delaware Limited Liability Company bkgroup@kmllawgroup.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 7

#### IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: Andrew C. Boney	Debtor(s)	CHAPTER 13
Nationstar Mortgage LLC vs.	<u>Movant</u>	NO. 22-11226 AMC
Andrew C. Boney	Debtor(s)	
Bradley C Wilson	Co-Debtor	11 U.S.C. Section 362
and Kenneth E. West	Trustee	

#### **STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

As of January 4, 2024, the post-petition arrearage on the mortgage held by the 1. Movant on the Debtor's residence is \$25,265.62. Post-petition funds received after January 4, 2024, will be applied per the terms of this stipulation as outlined here. The arrearage breaks down as follows;

Post-Petition Payments:

March 2023 through January 2024 at \$2,482.74/month

Suspense Balance:

(\$2,244.52)

Fees & Costs Relating to Default: \$200.00

**Total Post-Petition Arrears** 

\$25,265.62

- Debtor(s) shall cure said arrearages in the following manner;
- a). Beginning on February 2024 and continuing through July 2024, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$2,482.74 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of \$4,210.94 for February 2024 through June 2024 and \$4,210.92 for July 2024 towards the arrearages on or before the last day of each month at the address below;

Land Home Financial Services

PO Box 25164

Santa Ana, CA 92799-5164

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b). Maintenance of current monthly mortgage payments to the Movant

thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of

cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account

accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the

terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in

writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice.

If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a

Certification of Default with the Court and the Court shall enter an Order granting the Movant relief

from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default

with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this

agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its

right to seek reimbursement of any amounts not included in this stipulation, including fees and costs,

due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: January 16, 2024

/s/ Mark A. Cronin, Esquire

Mark A. Cronin, Esquire

Attorney for Movant

Date: 2/9/24

Akeem J. Parsons

Attorney for Debtor(s)

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Date: <u>2/13/2024</u>	/s/ Jack Miller, Esquire for The Chapter 13 Trustee Kenneth E. West, Esquire	
	Chapter 13 Trustee	no objection to its terms, without prejudice to any of our rights and remedies
Approved by the Court this <u>15th</u> day of retains discretion regarding entry of any further	1.00.	ever, the court
	Bankruptcy Judge Ashely M. Chan	